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**Contract Database Metadata Elements**

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Union: **Deer Park Teaching Assistants and Aides association, NYSUT**

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# AGREEMENT

BOARD OF EDUCATION  
OF DEER PARK UNION FREE SCHOOL DISTRICT

TEACHING ASSISTANTS &  
TEACHER AIDES  
ASSOCIATION NYSUT  
OF DEER PARK UNION FREE SCHOOL DISTRICT

July 1, 2008 - June 30, 2012

RECEIVED  
ADMINISTRATIVE  
SERVICES

DEER PARK

ADMINISTRATION

DEER PARK PUBLIC SCHOOLS  
TO THE BAYLON  
DEER PARK, NEW YORK

This AGREEMENT made and entered into this 30<sup>th</sup> day of June, 2008 between the Board of Education of Deer Park Union Free School District, Town of Babylon, New York (Hereinafter referred to as the "Board") and the Deer Park Teaching Assistants & Aides Association, NYSUT (Hereinafter referred to as the "Association").

The Board and the Association have collectively negotiated the terms and conditions of employment for the period beginning July 1, 2008 through June 30, 2012. The Board and the Association shall be bound by the collective bargaining agreement for the aforementioned period consisting of the aggregate of the Agreement between the parties which expired on June 30, 2008 ("the contract") and the modifications and the additions thereto which are hereafter set forth:

**WITNESSETH**  
**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Deer Park Teaching Assistants & Aides Association as the exclusive negotiating representatives of all full time and regular part time employees performing teaching assistant & aide functions.

**ARTICLE 2**  
**DUES CHECK OFF**

Section 1 - The Board hereby agrees to make twenty (20) dues deductions from the salaries of its employee's membership dues of the Association provided that the employees authorize the Board in writing, to make such deductions. The Board agrees to deduct and transmit such monies to the appropriate designated organization. A maintenance fee equal to the Association dues will be deducted from nonmembers who receive benefits from negotiations and grievances performed by the duly elected and recognized negotiation unit within the Deer Park School District.

Section 2 - Such dues deduction authority shall be continuous while employed in the school system or until withdrawn by written notice on or before September 30th of any year with respect to the dues for the coming school year.

Section 3 - The Board will transmit any changes in the dues deduction master list on a monthly basis.

### **ARTICLE 3 ASSOCIATION ACTIVITIES**

Section 1 - Bulletin Boards - A bulletin board in each building shall be reserved for the use of the Association for the purpose of posting notices and/or information dealing with Association business.

Section 2 - School Facilities - The Association, with the prior approval of the Superintendent, may use school facilities for Association meetings, provided that such meetings will not be held during the working day or during the instructional period. The Association may use school duplicating machinery facilities provided such use does not interfere with their use by the District.

Section 3 - The President or Vice President of the Association may request release time from the building principal for the purpose of administering the contract.

Section 4 - No Reprisal - The Board of Education and its administrative personnel shall not discriminate against any member of the appropriate unit on the basis of race, creed, color, national origin, sex, marital status, membership or participation in, or association with activities of any employee organization.

Section 5 - The Board will cause copies of this agreement to be duplicated at its expense in sufficient quantity so that a copy can be

distributed to each unit member covered by the agreement. Distribution shall be by the President of the Association.

Section 6 - The Association president and the building representatives shall have a mailbox in the main office of their respective buildings.

#### **ARTICLE 4 WORK DAY/WORK YEAR**

Section 1 - The scheduling of the work of any member of the unit shall be at the discretion of the District and dependent upon the times which such services are needed by the District. The established work schedule must be reasonable under all circumstances. A minimal one (1) week notice must be given to the employee in the case of a permanent work schedule change.

Section 2 - It is mutually understood by the Association and the Board, that teaching assistant & aide work schedules will not be established, changed or reduced, where the sole purpose or intent is to preclude coverage and application of the New York State Employees Retirement System or Teachers Retirement System.

Section 3 - When attendance is required by the District at orientation sessions, compensation shall be made at the assistant or aide's regular daily or hourly rate.

Section 4 - There shall be a minimum of 40 minutes per day for lunch for those members who work five hours or more.

Section 5 - Those who work at least six hours shall receive two 10-minute breaks or, at the discretion of the principal or teacher, one 20-minute break. Those who work less than six hours shall receive one 10-minute break.

Section 6 - In the event of delayed opening of school, unit members shall be expected to report for work at the same time as the teaching staff. Aides will be compensated, up to two hours, for work time lost due to the delayed opening provided that such members appear at the time designated for the delayed beginning of the school day.

Section 7 - All transportation aides shall be paid for not less than 2.5 hours for all A.M. and P.M. runs. Transportation aides shall be paid for not less than 2 hours for all mid-day runs.

Section 8 - Teaching Assistants shall have a 7 hour and 5 minute work day.

Section 9 - Teaching Assistants are to attend all building level faculty meetings and team meetings.

Section 10 - Teaching Assistants are to attend first back to school parent meeting.

Section 11 - Teaching Assistants are to attend professional development as identified by Administration.

Section 12 - Teaching Assistants shall be assigned classroom work or duties as per the building principal.

Section 13 - Teaching Assistants shall be in attendance for a half day only, during half days at elementary level, except for first parent meeting.

## **ARTICLE 5 PERSONNEL PRACTICES**

Section 1 - Vacancies - As vacancies or new positions become available during a given year and are to be filled during that year, a "notice of vacancy" will be posted on the bulletin board which is reserved for members

use in each building describing the position. Unit members interested in knowing about vacancies which might develop during the period from June through September will be notified about such vacancies, provided that they have filled out a form which will be provided by the Board of Education and which will require each member to list her/his interest. If a member has applied for a position, the Board will notify such individual of the decision when the position is filled. When a vacancy occurs during the school year, the Personnel Office shall notify the Association President who will make said positions known to its membership.

Section 2 - All unit members shall be accorded the right to request a transfer from current assignment to a different assignment.

Section 3 - Unit members, performing satisfactorily will be so informed by June 1 of each year. If unit positions are available in the succeeding school year, those qualified unit employees who received a satisfactory rating shall be given priority for such positions.

Section 4 - As vacancies occur, positions will be offered to qualified laid-off unit members. Where qualifications of any such members are equal in the judgment of the Superintendent the member with the greatest district-wide seniority shall prevail.

Section 5 - Any previously employed unit member who is rehired after being excessed shall be paid in conformity with the step she/he was at, at the time of excessing, and shall be accorded the full benefits and seniority to which he/she was entitled at the time of excessing.

Section 6 - Workers Compensation - Unit members shall be covered by Workers Compensation.

Section 7 - Notice - Prior to posting any vacancies for positions within the unit, the Association President shall be informed by the Office of Personnel if any special qualifications for such positions are necessary.

Section 8 - Job Descriptions - The district shall establish a job description for the position. Content of such description shall be solely within the discretion of the school district.

Section 9 - Mileage Reimbursement - Any employee receiving prior authorization from her/his building principal to use her/his private automobile for district business shall be reimbursed at the mileage rate adopted by the Board of Education.

Section 10 - Official Personnel File - When material relating to the performance of an employees is to be placed in an individual's personnel file, the employee shall have an opportunity to read it within a reasonable time, not to exceed five days. The employee shall acknowledge that he/she has read such material by signing the copy filed, but such signature shall not be deemed to constitute agreement by the employee with its content. The refusal to sign shall not preclude placement in the file. The employee shall have the right to answer in writing any material filed and the answer shall be inserted in her/his file. For the purpose of the foregoing sentence, the personnel file referred to is the individual's file maintained in the Central Administration Office. Except for anything therein contained which refers to matters prior to the commencement of employment in the District, employees shall have the right to examine the contents of their own such personnel file.



Section 11 - Effective September 1991, the Board of Education may require a physical examination upon being hired and every subsequent three years including but not necessarily limited to a chest x-ray, blood test, and a tine test except for those who cannot take such a test. The District shall provide for and pay for said examination by the School District physician. If the employee chooses to be examined by a physician other than the District's doctor, the employee shall be reimbursed that amount that would have been paid to the District doctor for such examination, less any amount that the employees may receive through health insurance coverage.

Section 12 - An aide who reports to work and is sent home because of school closing or other such emergency will be paid two hours "show-up" pay.

Section 13 - No bargaining unit member employed for five or more years will be terminated without first being given the opportunity to meet with the Superintendent or her/his designee. The employee shall be allowed a union representative at this meeting. This shall not apply to termination for economic reasons.

Section 14 - Unit members accompanying classes on field trips will not incur out-of-pocket expenses.

Section 15 - All job notices will contain a broad job description upon posting. A more detailed description shall be given at the time of interview.

Section 16 - Transportation aides will be provided with a CPR course at District expense and on District time.

Section 17 - The responsibilities of extra care aides include:

All toileting needs of the student; escorting to the bathroom; making sure child is using facilities properly; placing student on toilet; wiping student if necessary; changing & assisting to clean student if toileting accident occurs and assisting student in washing hands.

Section 18 - Teacher aides employed by the school district as of July 1, 2007 shall not lose their jobs as a result of their duties being performed by teaching assistants.

## **ARTICLE 6 SALARY SCHEDULE**

Section 1 - The hourly rate for aides during the life of this contract is as follows:

<b>STEP</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
<b>1</b>	\$11.29	\$11.63	\$11.98	\$12.34
<b>2</b>	\$11.64	\$11.99	\$12.35	\$12.72
<b>3</b>	\$11.98	\$12.34	\$12.71	\$13.09
<b>4</b>	\$12.31	\$12.68	\$13.06	\$13.45
<b>5</b>	\$13.03	\$13.42	\$13.82	\$14.24
<b>6</b>	\$13.03	\$13.42	\$13.82	\$14.24
<b>7</b>	\$13.03	\$13.42	\$13.82	\$14.24
<b>8</b>	\$14.95	\$15.40	\$15.86	\$16.34

Section 2 - Teaching Assistants on steps 1 and 2 shall be in group A; steps 3 and 4 group B; steps 5 and 6 group C; steps 7 and 8 group D.

Effective July 1, 2008, the salary for group A shall be \$17,000; group B \$19,000; group C \$21,000; and group D \$23,000.

Effective July 1, 2009, those in group C will be combined with group D; those in group A will become group B; and those in group B will become group C.

Effective July 1, 2009, the salary for group B shall be \$19,000, the salary for group C will be \$21,000 and the salary for group d will be \$23,690.

Effective July 1, 2010 those employees in group C shall be combined with those in group D; and those in group B shall become group C.

Effective July 1, 2010 the salary for group C shall be \$21,000; and the salary for group D shall be \$24,401.

Effective July 1, 2011, all Teaching Assistants shall be in a single group and shall be compensated \$25,133. Thereafter, there shall be a single salary for all people employed in the position of Teaching Assistant.

Section 3 - Step Determination - The step position is determined by years of service. Any employee employed for at least one full semester during the prior school year, and thereafter rehired, shall be paid at the next step. Any employee hired between September 1 and January 31 will be moved up one step on the salary schedule in the following year.

Section 4 - Additional Work - Any unit member working beyond the scheduled work day, will be compensated at her/his regular hourly rate, except that one-and-one-half times the regular hourly rate will be paid to all aides for hours worked in excess of 40 during the work week. Teaching Assistants shall be compensated at 1/200<sup>th</sup> of their annual salary for days worked in summer school.

Section 5 - Longevity - Upon the completion of ten (10) years of service, unit members shall receive a longevity stipend of \$250; upon the completion of fifteen (15) years of service, each member shall receive an additional longevity stipend of \$300; upon the completion of twenty (20) years, each member shall receive an additional longevity stipend of \$350; and upon the completion of twenty five (25) years, each member shall receive an additional longevity stipend of \$400. Payment shall be made on the last pay date in June, by separate check.

Teaching Assistants shall receive a longevity payment of \$1,000.00 upon completing 8 years of service with the District.

Section 6 - The District shall provide, at no cost to unit members, an Internal Revenue Code section 125 Plan.

Section 7 - Extra care aides will receive a stipend of \$3.25 per hour over their regular step salary. Extra care aides will receive training necessary for this assignment. Gloves, smocks or other necessary clothing will be provided by the District. In the event of absence of the extra care aide, teacher aides will not be required to perform those duties. Any aide volunteering to cover for the extra care aide will be compensated at an additional \$3.25 per hour.

## **ARTICLE 7**

### **LEAVE**

Section 1 - Notification of Absence Because of Personal Illness or Injury - Unit members who must be absent because of personal illness or injury must notify their immediate superior as soon as possible, otherwise they will call AESOP sub service on the day that they expect to be absent, before 7:00 A.M. Transportation aides must notify their immediate supervisor as to absence prior to 6:00 AM.

Section 2 - Sick, and Personal Leave - Full, and regular part time employees will be allotted the following paid leave at their discretionary use:

1st year employees	10 days
2-4 year employees	11 days
5 year employees	13 days

Sick leave allocations shall coincide with movements on the salary schedule. Five of these days may be cashed in for holiday/break leave throughout the year.

Section 3 - Bereavement Leave - In addition to the above, each full time and regular part time employee will be allotted a total of five (5) days leave per year upon the death of a spouse, mother, father, child or sibling of the employee, and three (3) days for the death of grandparent, grandchildren and in-laws of the employee. Such leave, if not used, does not accumulate, nor may it be converted into salary or other forms of leave, notwithstanding anything else in this contract.

Section 4 - Leave Day Conversion - At the end of the school year, employees may cash in from their current years' leave allotment;

- (a) up to five days - first year employee
- (b) up to six days - two to four year employee
- (c) up to ten days - five or more year employee

Any days not cashed in will be accumulated.

Section 5 - Jury Duty - An employee called for jury duty must notify the personnel office within three (3) days of receipt of the jury notice. The school district may request the employee to seek a postponement of the jury duty or the school district may itself seek a postponement for the employee if such postponement is in the best interest of the school district. The employee shall receive her/his regular salary while on jury duty, and shall pay to the school district any payments received for jury duty less mileage expenses.

Section 6 - Leave of Absence - At the discretion of the Board of Education, an employee may be granted a leave of absence, up to one (1) year without pay, for reasons of health.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

Section 1 - Definition of Grievance - A grievance shall be a claim based upon the interpretation meaning or application of any provision of this contract or any non-contractual management action which affects safety or employee ethics.

Section 2 - Procedure to be followed:

1st Stage

- A. An employee of the unit who claims to have a grievance shall present her/his grievance to her building principal, in writing, within five (5) working days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance. The Association shall have the right to file a grievance involving a number of unit members for or in lieu of a member who declines to bring a grievance. The president of the Association shall present such grievance directly to the Superintendent, in writing, within five (5) working days after the grievance occurs specifying the grievance and requesting a conference to discuss the grievance.
- B. The building principal shall discuss the grievance with the employee and shall make such investigation, as he/she deems appropriate.
- C. Within five (5) working days after presentation of the grievance to the building principal, said principal shall make her/his decision and communicate the same, in writing, to the employee presenting the grievance, the Superintendent and the president of the Association.

### 2nd Stage

If the grievance is not resolved by the building principal, on the basis of the 1<sup>st</sup> stage, the Superintendent shall receive all records and reports relative to the grievance.

- A. The employee may request of the Superintendent a review of the determination made by the Principal or supervisor made in the 1<sup>st</sup> stage of this procedure. Said request for review by the Superintendent shall be submitted, in writing, within five (5) working days after the receipt of the said determination in the 1<sup>st</sup> stage of this procedure. The Superintendent will review the decision in the 1<sup>st</sup> stage procedure, and made a determination within ten (10) days of the receipt of the request for a review. The Association has the right to present to the Superintendent, in writing, within five (5) days after the receipt of the determination in the 1<sup>st</sup> stage of the procedure a brief outlining its view on the grievance. The determination of the Superintendent shall be final and binding on both parties.

Section 3 - The employee instituting a grievance shall have the right at all stages to proceed personally or through the Association's representative or any other representatives of her/his own choice. If the employee should not designate the Association to represent her/him, the Association shall have the right to be present at all stages of the procedure herein-set-forth.

### **ARTICLE 9 TRAINING PROGRAM**

At the discretion of the Superintendent, a five (5) day summer training program may be required. Compensation for this program shall be

at step rates applicable or used for professional development credit at the option of the teaching assistant.

**ARTICLE 10**  
**NO STRIKE OR WORK STOPPAGE**

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strike, work stoppages or other concerted refusal to perform work, by employees covered by this agreement, nor any instigation thereof by the Association or its agents or representatives.

**ARTICLE 11**  
**THE BOARD**

It is expressly understood and agreed that the Board, except to matters relating to wages, hours, terms and conditions of employment as herein provided, reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders and policies, and/or to institute or adopt new rules, regulations, orders and policies on any and all matters and subjects.

**ARTICLE 12**  
**COLLECTIVE NEGOTIATIONS**

The parties hereto agree that they have fully bargained with respect to salaries, hours, and other terms and conditions of employment and have settled the same for the term of this agreement in accordance with the terms hereof.

Effective February 1, 2010, this agreement shall be reopened for the sole purpose of negotiating the issue of health insurance for Teaching Assistants.



**ARTICLE 13  
LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 14  
AFFIRMATION**

The Deer Park Teaching Assistants and Aides Association, NYSUT, affirms that it does not assert, the right to strike against any government, to assist or participate in such strike, or to impose an obligation to conduct, assist or participate in such a strike.

**ARTICLE 15  
DURATION**

The provisions of this agreement shall be effective as of July 1, 2008 and shall continue in full force and effect until June 30, 2012.

**TEACHING ASSISTANTS & TEACHER AIDES ASSOCIATION,  
NYSUT  
OF DEER PARK UNION FREE SCHOOL DISTRICT**

By Ann Pastore Nov 26, 2008  
Ann Pastore

**BOARD OF EDUCATION  
OF DEER PARK UNION FREE SCHOOL DISTRICT**

By Dennis P. Ryan  
Dennis P. Ryan